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Landmark Collection Services, Inc.

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re)	Case No.: 8:22-bk-11375-SC
)	
BRYAN APPIO fka BRYAN LEWIS,)	Chapter 7
)	
Debtor.)	
_____)	
LANDMARK COLLECTION SERVICES,)	Adv.Pro.No.
INC.)	
Plaintiff,)	COMPLAINT TO DETERMINE
v.)	THE NONDISCHARGEABILITY
)	OF DEBT UNDER 11 U.S.C. §523
BRYAN APPIO fka BRYAN LEWIS,)	(a)(6) and DENIAL OF
)	DISCHARGE UNDER 11 U.S.C.
)	§§ 727(a)(2) AND 727(a)(4)(A)
Defendant.)	
_____)	

Plaintiff Landmark Collection Services, Inc., hereby files this Complaint and alleges as follows:

I. JURISDICTION AND VENUE

1. The Debtor filed his Voluntary Petition under Chapter 7 of the United States Bankruptcy Code in the hereinabove Court on or about August 17, 2022.
2. This court has jurisdiction over this adversary proceeding under the provisions

1 of Title 28 U.S.C. §§157 and 1334. This adversary proceeding is brought pursuant to 11 U.S.C.
2 §§523(a)(6), 727(a)(2) and 727(a)(4)(A) and Bankruptcy Rule 7001.

3 3. The claims for relief set forth herein are core proceedings pursuant to 28 U.S.C.
4 § 157(b)(2)(I) and (J).

5 4. This adversary proceeding relates to the case of In re Bryan Appio fka Bryan
6 Lewis, Case No. 8:22-bk-11375-SC, Chapter 7, pending in the United States Bankruptcy Court
7 for the Central District of California, Santa Ana Division. Pursuant to Rule 7008 of the
8 Federal Rules of Bankruptcy Procedure, Plaintiff consents to entry of a final order or judgment
9 by the Bankruptcy Court.

10 5. Venue is proper pursuant to 28 U.S.C. § 1409.

11 **II. PARTIES**

12 6. Plaintiff Landmark Collection Services, Inc. (“Landmark” or “Plaintiff”) is a
13 corporation organized and operating under the laws of the state of California. Landmark is the
14 assignee of the following judgments entered against the debtor in the Superior Court of the
15 state of California, county of Orange:

16 A. *Sean Walsh v. Mapperarti USA, LLC; Bryan Lewis*, Case No.30-2019-
17 01046748-CU-WT-CJC (the “Walsh Action”). Judgment was entered on March 6, 2020. An
18 Acknowledgment of Assignment of Judgment, pursuant to California Code of Civil Procedure
19 §673, was filed on November 18, 2020. Said Assignment assigned all interest, right and title
20 in the Judgment to Landmark. The amount of the Judgment was \$2,325,624.59. Interest on
21 the Judgment has accrued at the legal rate of 10% per annum since the date of entry of
22 Judgment. .

23 B. *Vishal Shah and Mattin Izadshenas v. Mapperarti USA, LLC, Bryan*
24 *Lewis, and Terry Fisher*, Case No.30-2018-00983069-CU-OE-CJC (the “Shah and Izadshenas
25 Action”) Judgment was entered on January 20, 2021. A separate judgment was entered as to
26 each Plaintiff. An Acknowledgment of Assignment of Judgment, pursuant to California Code
27 of Civil Procedure §673, was filed on August 18, 2022. Said Assignment assigned all interest,
28 right and title in the judgments to Landmark. The amount of the Judgment as to Vishal Shah

1 was \$126,932.00. The amount of the Judgment as to Mattin Izadshenas was \$138,595.00.
2 Interest on each Judgment has accrued at the legal rate of 10% per annum since the date of
3 entry of each Judgment.

4 7. Defendant Brian Appio fka Brian Lewis is the debtor herein (hereinafter
5 “Debtor” or “Defendant”).

6 8. **ALTER EGO ALLEGATIONS**

7 A. The following entities are controlled by the Defendant, using the name of
8 either Bryan Lewis or Bryan Appio: Boman Group, Inc., a California Corporation; DryWater,
9 Inc., a California Corporation; The Sweat Club, Inc., a California Corporation; Fab Crate, LLC,
10 a California Limited Liability Company; Hydrated VC or Hydratedfund, form of entity
11 unknown; Founder Bricks or FounderBrick, form of entity unknown; and Founderfrens, form
12 of entity unknown (collectively referred to as “Controlled Entities”).

13 B. Plaintiff is informed and believe, and upon such information and belief
14 alleges, that Defendant had a unity of interest and ownership in each of the above Controlled
15 Entities, such that all individuality and separateness between and among the Defendant and the
16 Controlled Entities ceased to exist. Defendant indiscriminately transferred money and other
17 property between himself and the Controlled Entities, and used the corporate status of the
18 Controlled Entities in bad faith as a mere shell to conceal transactions, and avoid and/or
19 transfer personal liability.

20 C. Defendant exercised such complete control and dominance of the
21 Controlled Entities and used and co-mingled the Controlled Entities assets and moneys to
22 benefit himself such that any individuality or separateness between the Defendant and the
23 Controlled Entities does not and did not exist. Adherence to the fiction of the separate existence
24 of the Controlled Entities as separate and distinct from the Defendant would permit an abuse
25 of the corporate privilege and would sanction fraud and/or promote injustice, and produce an
26 inequitable result.

27 ///

28 ///

**III. FACTUAL ALLEGATIONS REGARDING WALSH, SHAH AND
IZADSHENAS JUDGMENTS**

A. WALSH COMPLAINT AND JUDGMENT

9. On January 25, 2019, Sean Walsh (“Walsh”) commenced the Walsh Action against the debtor, then known as Bryan Lewis, and an entity known as Mapperarti USA, LLC (“Mapperarti”). On May 13, 2019, Sean Walsh filed a First Amended Complaint for Damages stating 11 causes of action alleging violations of the Fair Employment & Housing Act based on Actual/Perceived Disability Harassment, Discrimination, and Retaliation in violation of Cal. Gov. Code § 12940 et seq.; Failure to Engage in the Mandatory Good-Faith Interactive Process, Cal. Gov. Code § 12940 et seq., Failure to Accommodate, Cal. Gov. Code § 12940 et seq.; Age Harassment, Discrimination, and Retaliation in violation of Cal. Gov. Code § 12940 et seq.; Whistleblower Violation, Cal. Labor Code § 1102.5; Intentional Infliction of Emotional Distress; and Retaliation & Wrongful Termination in Violation of Public Policy (the “Complaint”).

10. Walsh was employed by Mapperarti USA, LLC beginning in or around January 27, 2017 as a Human Resources Recruiter until his wrongful termination on or about March 1, 2018.

11. Per the Complaint, Debtor was a Manager, Officer, Shareholder, Director, Supervisor, Managing Agent, Owner, and Principal of Mapperarti.

12. During his employment with Mapperarti, on a severe and/or pervasive basis, Walsh was subjected to discriminatory treatment and adverse employment actions due to his disabilities. On or about February 13, 2018, Walsh was trying to open a door at work and it flew open striking him in the face. Walsh injured his face and head due to the impact. Walsh immediately developed pain in various body parts including his head, face, neck, and right knee. Walsh reported his injuries and then sought emergency medical care. Due to the trauma to his head and face, Walsh suffered from blurred vision, difficulty focusing, severe headaches, a sprained knee and wrist, sensitivity to light and noise, and memory dysfunction. At no point did Debtor or Mapperarti offer Walsh any accommodations or modified duty. In fact, Walsh

1 was forced to use vacation days and sick time to take the necessary time off to heal from his
2 injuries, while continuing to work from home.

3 13. Throughout his employment, Walsh was harassed, discriminated against, and
4 retaliated against based on his age by Debtor. Debtor repeatedly made ageist comments about
5 Walsh including, "old school," "outdated," "you don't fit in here," "we need to give you a
6 clothing makeover," "we need to upgrade your clothes, old man," "you are too old," and "we
7 need someone hip." Indeed, Debtor called Walsh "old man" on more than five separate
8 occasions, despite Walsh asking Debtor to stop. Further, any time Walsh needed assistance
9 with any of the company's technology, Debtor would laugh at him and accuse him of being "too
10 old," and "outdated." Debtor also encouraged others at the company to participate in this
11 verbally abusive behavior toward Walsh.

12 14. Debtor's intentional abuse of Walsh and ultimate wrongful termination by Debtor
13 caused Walsh mental suffering, grief, anxiety, fear, emotional distress, depression, severe
14 weight loss, and trouble sleeping.

15 15. In support of Walsh's request for entry of default judgment against Debtor and
16 Mapperarti, Walsh filed a Summary of the Case in Support of Request for Default Judgment
17 and supporting declarations. In the Summary, Walsh requested the several elements of
18 damages, including the following:

- 19 - \$1,500,000 for emotional distress damages
- 20 - \$500,000 for past, present and future loss of earnings
- 21 - \$300,000 for punitive damages
- 22 - \$1,204.59 for costs
- 23 - \$24,420 for attorneys fees

24 16. On March 6, 2020, Judgment was entered jointly and severally against Debtor
25 and Mapperarti for the amounts requested. No appeal was taken. The judgment is final.

26 17. Subsequent to the entry of this Judgment, Debtor changed his name from Bryan
27 Lewis to Bryan Appio. Prior to the filing of the instant bankruptcy case, Plaintiff undertook
28 actions to attempt to collect on the Judgment. Upon information and believe, Debtor changed

1 his name to avoid collection on the judgment debt and transferred money and assets for the
2 same purpose.

3 **B. SHAH AND IZADSHENAS COMPLAINT AND JUDGMENT**

4 18. On April 2, 2018, Vishal Shah (“Shah”) commenced the Shah and Izadshenas
5 Action against the Debtor, then known as Bryan Lewis, Terry Fisher and the entity known as
6 Mapperarti USA, LLC (“Mapperarti”). On May 25, 2018, Shah filed a First Amended
7 Complaint for Damages (“FAC”), which added Izadshenas as a Plaintiff. The FAC alleged
8 11 causes of action for Discrimination, Harassment, Retaliation, Failure to Prevent
9 Discrimination, Labor Code §232, Labor Code §232.5, Labor Code §1102.5, False
10 Imprisonment, Wrongful Termination, Unpaid Wages & Penalties, and Failure to Maintain
11 Business Records. The FAC sought general, special and punitive damages.

12 19. At the time of the matters alleged in the FAC, Shah was a 19-year-old male with
13 his familial ancestry being from India. On or about July 19, 2016, Shah was hired on full-time
14 by Mapperarti as an advertising agent. His supervisors were Chief Operating Officer Bryan
15 Lewis and Founder and Global CEO of Mapperarti Terry Fisher.

16 20. Shah was an exemplary employee. His sales numbers frequently exceeded other
17 employees’ and raised income when others struggled. Generally, he got along well with his
18 coworkers and had no problems at work until Bryan Lewis came onboard on about January 9,
19 2017. Mr. Lewis (the “Debtor”) began actively operating the company. He identified himself
20 as an owner and investor, and identified his titles as the company’s Chief Operating Officer
21 (COO) and an “Investing Partner.” The Debtor was the person who was at the top of the chain
22 of command, or “the boss” at the company. He held himself as being primarily responsible for
23 all business operations. The Debtor was the person who was primarily responsible for running
24 the day-to-day operations. He was also the person who was creating operational and personnel
25 policies. He was also Shah’s supervisor.

26 21. Problems with the Debtor started almost immediately. What was once a relatively
27 lax and friendly work environment, became rigid and hostile. The atmosphere became racially
28 charged. The Debtor made rampant, racial, political, and national origin-centered comments

1 in the workplace. He also expressed ethnic stereotypes about dark-skinned, Middle Eastern
2 people, such as Shah. For example, the Debtor habitually referred to Shah and another younger,
3 Middle Eastern co-worker named Mattin Izadshenas (hereinafter “Izadshenas”), as the “Brown
4 Boys.” This nickname was picked up by other employees as well, including by Owner and
5 Chief Executive Officer (CEO) Terry Fisher. The name became the common collective
6 designation used to refer to Shah and Izadshenas.

7 22. Shah considered the “Brown Boys” designation to be racist, insulting, and
8 offensive. Shah told the Debtor and Mr. Fisher as much, saying that he felt the name was
9 insulting and that he and Izadshenas were not even from the same country. Mr. Fisher
10 responded by saying he thought the “Brown Boys” were both Indian. Both Izadshenas and Shah
11 continued to try to counter and oppose the racism whenever reasonably possible by saying the
12 nickname was racist, but the Debtor and Mr. Fisher were undeterred. When another employee
13 once referred to Shah as being “Indian.” The Debtor actually corrected the employee, saying
14 “No. ‘Brown Boy.’” Unfortunately, the casual racism was infectious in the workplace.
15 Another manager began chiming in with racist jokes, such as saying, “Everybody pitch in to
16 buy Vishal a turban for his birthday.” Co-workers laughed and Shah was very embarrassed.
17 Jokes were also frequently made about the “Brown Boys” families working at 7-Eleven. On
18 multiple occasions, employees referred to the “Brown Boys” as “Taliban.”

19 23. These events were very upsetting to Shah and Izadshenas. It caused Shah severe
20 anxiety before he would arrive at work. All day, Shah would wait for the jokes to happen.
21 When they did, Shah would sit there while the other employees either laughed and stared, or
22 looked at him with sympathy. It was humiliating. Shah was 19 years old at this time and just
23 recently out of high school. This was his first, real job. Shah did not know what to do or how
24 to control the situation. Shah was made to feel belittled and dispirited by the racial comments
25 and the constant pointing out that he had dark skin. The comments became commonplace and
26 occurred on virtually a daily basis. Despite the rampant and overt nature of racism, the Debtor
27 never did anything to correct the situation. Izadshenas was the same age of Shah and
28 experienced extreme fear and anxiety regarding the workplace.

1 24. On May 17, 2017, Shah made an anonymous post to a website called the “Ripoff
2 Report” in a section designed to allow employees a forum to accurately express their own
3 thoughts and opinions about their employers. The Debtor and Mr. Fisher somehow found out
4 about the post. On May 18, 2017, Shah was summoned to a meeting with the Debtor and Mr.
5 Fisher. Upon entering the “meeting,” Shah noticed that the Debtor and Mr. Fisher had
6 displayed the anonymous post to the Rip-off Report website on an overhead screen for
7 everyone in the room to see. Shah was told: “Take a seat. We are just letting you know the
8 Newport Beach Police Department asked us to record this conversation.” Shah was absolutely
9 terrified by this implied threat that he was about to be arrested. Again, he was a 19-year-old
10 working his first, real job. He did not know about the legal protections afforded employees who
11 accurately report working conditions. Shah does not know if there was an actual recording of
12 that meeting.

13 25. Mr. Fisher told Shah that he knew that Shah was the one who wrote the post. He
14 said he knew that Shah had plans to write a subsequent post. Mr. Fisher demanded that Shah
15 explain his actions and threatened that he would be arrested by telling him that law enforcement
16 was actively investigating him. Debtor was present in the room at all times. The threats and
17 intimidation made Shah have a panic attack. His heart was racing and he became flushed and
18 sweaty. He thought about running out of the room, but the door was closed and based on the
19 statements about law enforcement, he did not think he had the right to simply walk out. He was
20 terminated that day by being marched out of the office. Izadshenas was also terminated that
21 day due to his perceived connection with Shah.

22 26. After the FAC was filed, the Debtor filed a General Denial on July 11, 2018.
23 However, due to his failure to participate in the action, his response was ultimately stricken by
24 the court. In support of Shah’s and Izadshenas’ request for entry of default judgment against
25 Debtor, Fisher and Mapperarti, they filed a Memorandum of Points and Authorities in Support
26 of Plaintiffs’ Application for Default Judgment. In the Memorandum, they set forth their
27 respective damage requests.

28 A. Shah requested a total judgment of \$126,932 .00 as follows:

Economic Losses \$35,494

Emotional Distress \$70,988

Attorney's Fees \$20,025

Costs \$425

B. Izadshenas requested a total judgment of \$138,595.00 as follows:

Economic Losses \$68,145

Emotional Distress \$50,000

Attorney's Fees \$20,025

Costs \$425

The court granted the damage requests in full and entered Judgment in favor of each plaintiff, jointly and severally against the Debtor, Fisher and Mapperarti.

IV.

FIRST CLAIM FOR RELIEF
(FOR THE DETERMINATION OF NONDISCHARGEABILITY
OF DEBT UNDER 11 U.S.C. §523 (a) (6) FOR WILLFUL AND MALICIOUS
INJURY BY THE DEBTOR AS TO WALSH)

27. Plaintiff hereby incorporates and realleges each and every allegation set forth in paragraphs 1 through 26, inclusive, of this Complaint, as if each of those allegations were fully restated and set forth hereinbelow.

28. As alleged hereinabove, defendant's harassment and discriminatory statements to Sean Walsh were willful in that defendant either possessed the subjective motive to cause harm to Mr. Walsh in the form of humiliation and/or severe emotional distress or defendant believed that such humiliation and severe emotional distress was substantially certain to result from his conduct.

29. Defendant's actions and statements made as alleged herein which specifically targeted Mr. Walsh on account of his disability and his age were malicious in that the harm caused to Sean Walsh was as a result of a wrongful act, done intentionally, which necessarily caused the damage and was done with no just cause or excuse.

1 WHEREFORE, Plaintiff prays for judgment against the defendant under 11 U.S.C.
2 §523(a)(6).

3 V.

4 **SECOND CLAIM FOR RELIEF**
5 **(FOR THE DETERMINATION OF NONDISCHARGEABILITY**
6 **OF DEBT UNDER 11 U.S.C. §523 (a) (6) FOR WILLFUL AND MALICIOUS**
7 **INJURY BY THE DEBTOR AS TO SHAH AND IZADSHENAS)**

8 30. Plaintiff hereby incorporates and realleges each and every allegation set forth in
9 paragraphs 1 through 29, inclusive, of this Complaint, as if each of those allegations were fully
10 restated and set forth hereinbelow.

11 31. As alleged hereinabove, defendant's harassment and discriminatory statements
12 to Vishal Shah and Mattin Izadshenas were willful in that defendant either possessed the
13 subjective motive to cause harm to Mr. Shah and Mr. Izadshenas in the form of humiliation
14 and/or severe emotional distress or defendant believed that such humiliation and severe
15 emotional distress was substantially certain to result from his conduct. Further, defendant
16 participated in wrongfully imprisoning Mr. Shah while falsely claiming the involvement of law
17 enforcement for the sole motive of causing shock, fear and harm to Mr. Shah.

18 32. Defendant's actions and statements made as alleged herein which specifically
19 targeted Mr. Shah and Mr. Izadshenas on account of their ethnicity and skin color were
20 malicious in that the harm caused to Mr. Shah and Mr. Izadshenas was as a result of a wrongful
21 act, done intentionally, which necessarily caused the damage and was done with no just cause
22 or excuse.

23 WHEREFORE, Plaintiff prays for judgment against the defendant under 11 U.S.C.
24 §523(a)(6).

25 VI.

26 **THIRD CLAIM FOR RELIEF**
27 **(DENIAL OF DISCHARGE UNDER 11 U.S.C. § 727(a)(2))**

28 33. Plaintiff hereby incorporates and realleges each and every allegation set forth in
paragraphs 1 through 32, inclusive, of this Complaint, as if each of those allegations were fully

1 restated and set forth hereinbelow.

2 34. 11 U.S.C. § 727(a)(2) requires denial of a discharge if a debtor, with intend to
3 hinder, delay or defraud a creditor has transferred, removed or concealed property of the debtor
4 within one year before the date of the filing of the petition.

5 35. Within one year of the Petition Date, Plaintiff is informed and believes and based
6 thereon alleges that Debtor established a crypto currency account with Ethereum through the
7 use of the Controlled Entities known as Founder Bricks and/or Founder Frens. On January 12,
8 2022, Debtor registered two trademarks for NFTs¹. Further, Plaintiff is informed and believes
9 and based thereon alleges that in March of 2022, Debtor began marketing and selling the NFTs
10 through his Ethereum account and then almost immediately moving the money out the account
11 to other accounts controlled by the Debtor. The balance in the Ethereum account on March 11,
12 2022 was \$1,438,633.13. The balance in the same account on March 12, 2022 dropped to
13 \$41,760.39.

14 36. Plaintiff is informed and believes and based thereon alleges that on June 29,
15 2022, Debtor sold a second round of trademarked NFTs through the Ethereum account. On
16 July 4, 2022, the balance in the Ethereum account was \$282,393.34. On July 5, 2022, the
17 balance dropped to \$2,207.32.

18 37. Plaintiff is informed and believes and based thereon alleges that on July 26,
19 2022, Debtor launched a new product through Founderfrens which was a vinyl figure of a bear
20 with an “x” over the eye. Plaintiff is informed and believes and based thereon alleges that
21 the sales for this product generated approximately \$62,143.00. On August 6, 2022, the sum
22 of \$61,509 was transferred from the Founderfrens Ethereum account. Debtor filed his
23 bankruptcy petition 11 days later.

24 38. None of these accounts or transfers of money were disclosed in the bankruptcy
25 schedules or statement of financial affairs filed by the Debtor. Debtor specifically denied in
26 his testimony at his initial and continued 341(a) meeting of creditors that he had or controlled
27

28 ¹Non-Fungible Tokens

1 any crypto currency accounts. Debtor concealed these assets and accounts and thereafter
2 transferred the money to hinder, delay and defraud creditors, including Plaintiff herein who
3 holds judgments against the Debtor.

4 WHEREFORE, Plaintiff prays that Debtor's discharge be denied under Code §727(a)(2)
5 for having knowingly and fraudulently concealed material property of the Debtor and thereafter
6 transferring substantial sums of money.

7
8 **VII.**

9 **FOURTH CLAIM FOR RELIEF**

10 **(DENIAL OF DISCHARGE UNDER 11 U.S.C. § 727(a)(4)(A))**

11 39. Plaintiff hereby incorporates and realleges each and every allegation set forth in
12 paragraphs 1 through 38, inclusive, of this Complaint, as if each of those allegations were fully
13 restated and set forth hereinbelow.

14 40. Under 11 U.S.C. § 727(a)(4)(A), a Court shall not grant a debtor a discharge if
15 the debtor knowingly and fraudulently, in connection with a case, made a false oath or account.
16 At the initial meeting of creditors and continued meetings of creditors, the Debtor affirmatively
17 testified that his schedules and statement of financial affairs were true and correct.

18 41. Plaintiff is informed and believes, and based thereon alleges that the Defendant
19 falsely testified to the accuracy of his schedules and statement of financial affairs, filed on
20 August 17, 2022, including but not limited to the following matters:

21 **Schedule A/B**

22 Item 8. Collectibles of value. Debtor failed to list the valuable NFT collection that he
23 owns, as well as the vinyl figures of the bear described in Paragraph 37 herein.

24 Item 17. Deposits of money. Debtor failed to list his interest in the Ethereum account
25 or other financial accounts maintained by Boman. Debtor testified at his meeting of creditors
26 that he ran his personal expenses through the Boman accounts.

27 Item 18. Bond, mutual funds or publicly traded stocks. Debtor claimed none. Debtor
28 had an E-trade account and an account at Robinhood.

1 Item 19. Nonpublicly traded interests in business. Debtor claimed a 20% ownership
2 interest in Boman Group, Inc. However, Debtor's 2021 tax return states that Debtor is the sole
3 owner. Therefore, Debtor is either falsely claiming to have only a 20% interest in the company
4 or he transferred the 80% interest within the year prior to filing the petition and failed to
5 disclose the transfer and the consideration received. In addition, Debtor failed to list his
6 interest in the following entities: DryWater, Inc., Founder Bricks, Hydrated VC and the
7 "investments" made by Hydrated VC.

8 Item 26. Trademarks. Debtor stated none. In fact, Debtor owns 4 trademarks
9 personally for Founder Bricks, DryWater, Inc., and "X" (image of Founder Bricks bears).

10 Item 37. Ownership interest in business related property. Debtor failed to list the
11 valuable NFT collection that he owns, as well as the vinyl figures of the bear described in
12 Paragraph 37 herein.

13 Item 41. Inventory. Debtor failed to list the valuable NFT collection that he owns, as
14 well as the vinyl figures of the bear described in Paragraph 37 herein.

15 Item 42. Interest in partnerships or joint ventures. Debtor failed to list his interest in
16 the non-corporate entities such as Founder Bricks, Founderfrens, hydrated.vc; drywater.co, and
17 multiple ventures and investments through Hydrated VC.

18 Schedule I: Debtor claims no income. However, at the meetings of creditors Debtor
19 testified that the Boman Group pays the rent on Debtor's apartment and Debtor runs all of his
20 living expenses through the Boman Group bank accounts. Bank records from the Boman
21 Group show large sums of money moving in out of numerous accounts, including ATM cash
22 withdrawals, online transfers, and wire transfers.

23 Statement of Financial Affairs:

- 24 - Debtor falsely stated that he has no income.
25 - Debtor failed to disclose any of the funds, interests in property, or stocks transferred
26 within the two years prior to filing the petition.

27 False testimony at 341(a) meeting: Debtor specifically denied in his testimony at his
28 initial and continued 341(a) meeting of creditors that he had or controlled any crypto currency

1 accounts.

2 42. Plaintiff is informed and believes, and based thereon alleges that the false oaths
3 in the Defendant's schedules and statement of financial affairs were done knowingly and
4 fraudulently by the Defendant with the intent to withhold from the duly appointed Chapter 7
5 Trustee and creditors information relevant to the Defendant's property and financial affairs.
6 Defendant's discharge should be denied pursuant to 11 U.S.C. § 727(a)(4)(A).

7 WHEREFORE, Plaintiff prays for judgment against Defendant as hereinafter set forth:

8 On the First Claim for Relief Under 11 U.S.C. §523(a)(6) as to the Sean Walsh
9 Judgment, as follows:

10 1. For a determination that the Judgment entered against defendant on March 6,
11 2020 in the amount of \$2,325,624.59, together with post-judgment interest at the rate of 10%
12 pursuant to California law, is nondischargeable under 11 U.S.C. §523(a)(6); and

13 2. For such other and further relief as the Court deems just and proper.

14 On the Second Claim for Relief Under 11 U.S.C. §523(a)(6) as to Vishal Shah and
15 Mattin Izadshenas Judgment, as follows:

16 1. For a determination that the Judgment entered against defendant and in favor of
17 Vishal Shah on January 20, 2021, in the amount of \$126,932.00, together with post-judgment
18 interest at the rate of 10% pursuant to California law, is nondischargeable under 11 U.S.C.
19 §523(a)(6);

20 2. For determination that the Judgment entered against defendant and in favor of
21 Mattin Izadshenas on January 20, 2021, in the amount of \$138,595.00, together with post-
22 judgment interest at the rate of 10% pursuant to California law, is nondischargeable under 11
23 U.S.C. §523(a)(6); and

24 3. For such other and further relief as the Court deems just and proper.

25 On the Third Claim For Relief Under 11 U.S.C. § 727(a)(2)as follows:

26 1 For the denial of Debtor's discharge under §727(a)(2); and

27 2. For such other and further relief as the Court deems just and proper.

28 ///

On the Fourth Claim For Relief Under 11 U.S.C. § 727(a)(4)(A) as follows:

- 1 For the denial of Debtor's discharge under §727(a)(4)(A); and
2. For such other and further relief as the Court deems just and proper.

Respectfully submitted,

Dated: March 30, 2023

LAW OFFICES OF ROUSE & BAHLERT

BY: /s/ Cheryl C. Rouse
CHERYL C. ROUSE
Attorneys FOR Plaintiff
Landmark Collection Services, Inc.